

HANDYMAN SERVICE AGREEMENT

I. The Parties. This Handyman Service Agreement ("Agreement") is made between:

Client: _____ with a mailing address of _____ ("Client"), and

Handyman: _____ with a mailing address of _____ ("Handyman").

NOW, THEREFORE, and in consideration of the mutual promises and agreements contained herein, the Client hires the Handyman to work under the terms and conditions hereby agreed upon by the Parties:

II. Term. The term of this Agreement shall commence on _____ and terminate: (check one)

- ☐ - At-Will: Written notice of at least ____ days' notice.
- ☐ - End Date: On _____.
- ☐ - Other: _____.

III. The Services. The Handyman agrees to perform the following:

- ☐ - Plumbing
- ☐ - Drywall Installation
- ☐ - Gutter Repair
- ☐ - Fixture Repair/Replacement
- ☐ - Patching/Painting
- ☐ - Tiling
- ☐ - Other: _____.

Hereinafter known as the "Services."

IV. Location. The Services shall be provided at the following location(s): _____ ("Work Site").

V. Payment Amount. In consideration for the Services to be performed by the Handyman, the Client agrees to pay the following: (check one)

- ☐ - \$ _____ per Hour.
- ☐ - \$ _____ per Job. A "Job" is _____.
- ☐ - Other: _____.

Hereinafter known as the "Payment Amount."

VI. Payment Method. The Handyman agrees to be paid: (check one)

- ☐ - At completion of the Services performed.

- ☐ - On a ☐ weekly ☐ monthly ☐ quarterly basis beginning on _____ until the completion of the Services.
- ☐ - Other. _____.

Hereinafter known as the "Payment Method." The Payment Amount and Payment Method collectively shall be referred to as "Compensation."

VII. Due Date. The Services provided by the Handyman shall: (check one)

- ☐ - Be completed by _____.
- ☐ - Not have a due date.
- ☐ - Other. _____.

VIII. Expenses. The Handyman shall be: (check one)

☐ - Responsible for all expenses related to providing the Services under this Agreement. This includes, but is not limited to, supplies, equipment, operating costs, business costs, employment costs, taxes, Social Security contributions/payments, disability insurance, unemployment taxes, and any other cost that may or may not be in connection with the Services provided by Handyman.

☐ - *Reimbursed for the following expenses that are attributable directly to the Services performed under this Agreement: _____.

*The Client will be required to pay the Handyman within 30 days of any Expense after receiving an itemized expense statement from the Handyman. Upon request by the Client, the Handyman may have to show any receipt(s) or proof of purchase for said Expense(s).

IX. Liability Insurance (Minimum (\$) Amount). The Handyman agrees to bear all responsibility for the actions related to themselves and their employees or personnel under this Agreement. In addition, the Handyman agrees to obtain comprehensive liability insurance coverage in case of bodily or personal injury, property damage, contractual liability, and cross-liability ("Liability Insurance").

The minimum amount (\$) for the Liability Insurance shall: (check one)

- ☐ - Be a minimum amount of combined single limit of \$_____.
☐ - Not have a minimum amount required.

X. Termination. This Agreement shall terminate upon the: (check one)

- ☐ - Completion of the Services provided.
- ☐ - Date of _____.
- ☐ - Other. _____.

In addition, the Client or Handyman may terminate this Agreement, and any obligations stated hereunder, with reasonable cause by providing written notice of a material breach of the other party; or any act exposing the other party to liability to others for personal injury or property damage.

XI. Inspection of Services. Any Compensation shall be subject to the Client inspecting the completed Services of the Handyman. If any of the Services performed by the Handyman pursuant to this Agreement are defective or incomplete, the Client shall have the right to notify the Handyman, at which time the Handyman shall promptly correct such work within a reasonable time.

XII. Return of Property. Upon the termination of this Agreement, all property provided by the Client, including, but not limited to, supplies, equipment, and any other items must be returned by the Handyman. Failure to do so may result in a delay in any final payment made by the Client.

XIII. Independent Contractor Status. The Handyman, under the code of the Internal Revenue Service (IRS), is an independent contractor, and neither the Handyman's employees or contract personnel are, or shall be deemed, the Client's employees.

In its capacity as an independent contractor, Handyman agrees and represents: Handyman has the right to perform services for others during the term of this Agreement; Handyman has the sole right to control and direct the means, manner, and method by which the Services required by this Agreement will be performed. Handyman shall select the routes taken, starting and ending times, days of work, and order the work is performed; Handyman has the right to hire assistant(s) as subcontractors or to use employees to provide the Services required under this Agreement. Neither Handyman, nor the Handyman's employees or personnel, shall be required to wear any uniforms provided by the Client; The Services required by this Agreement shall be performed by the Handyman, Handyman's employees or personnel, and the Client will not hire, supervise, or pay assistants to help the Handyman; Neither Handyman nor Handyman's employees or personnel shall receive any training from the Client in the professional skills necessary to perform the Services required by this Agreement; and Neither the Handyman nor Handyman's employees or personnel shall be required by the Client to devote full-time to the performance of the Services required by this Agreement.

XIV. Business Licenses, Permits, and Certificates. The Handyman represents and warrants that all employees and personnel associated shall comply with federal, state, and local laws requiring any required licenses, permits, and certificates necessary to perform the Services under this Agreement.

XV. Federal and State Taxes. Under this Agreement, the Client shall not be responsible for: Withholding FICA, Medicare, Social Security, or any other federal or state withholding taxes from the Handyman's payments to employees or personnel or make payments on behalf of the Handyman; Make federal or state unemployment compensation contributions on the Handyman's behalf; and the payment of all taxes incurred related to or while performing the Services under this Agreement, including all applicable income taxes and, if the Handyman is not a corporation, all applicable self-employment taxes. Upon demand, the Handyman shall provide the Client with proof that such payments have been made.

XVI. Safety. The Handyman shall, at their own expense, be solely responsible for protecting their employees, sub-Service Providers, material suppliers, and all other persons from the risk of death, injury, or bodily harm arising from or in any way related to the Services or the site where it is being performed ("Work Site"). In addition, the Handyman agrees to act in accordance with the rules and regulations administered by federal law and OSHA. The Handyman shall be solely responsible and liable for any penalties, fines, or fees incurred.

XVII. Alcohol and Drugs. The Handyman agrees that the presence of alcohol and drugs are prohibited on the Work Site and while performing their Services. If the Handyman or any of their

agents, employees, or subcontractors are determined to be present or with alcohol or drugs in their possession, this Agreement shall terminate immediately.

XVIII. Indemnification. The Handyman shall indemnify and hold the Client harmless from any loss or liability from performing the Services under this Agreement.

XIX. Confidentiality. The Handyman acknowledges and agrees that all financial and accounting records, lists of property owned by Client, including amounts paid, therefore, client and customer lists, and any other data and information related to the Client's business is confidential ("Confidential Information"). Therefore, except for disclosures required to be made to advance the business of the Client and information which is a matter of public record, the Handyman shall not, during the term of this Agreement or after its termination, disclose any Confidential Information for the benefit of the Handyman or any other person, except with the prior written consent of the Client.

- a.) **Return of Documents.** The Handyman acknowledges and agrees that all originals and copies of records, reports, documents, lists, plans, memoranda, notes, and other documentation related to the business of the Client containing Confidential Information shall be the sole and exclusive property of the Client and shall be returned to the Client upon termination of this Agreement or upon written request of the Client.
- b.) **Injunction.** Client agrees that it would be difficult to measure damage to the Client's business from any breach by the Handyman under this Section; therefore, any monetary damages would be an inadequate remedy for such breach. Accordingly, the Handyman agrees that if he/she/they should breach this Section, the Client shall be entitled to, in addition to all other remedies it may have at law or equity, to an injunction or other appropriate orders to restrain any such breach, without showing or proving actual damages sustained by the Client.
- c.) **No Release.** The Handyman agrees that the termination of this Agreement shall not release him/her/them from the obligations in this Section.

XX. Assignment and Delegation. The Handyman may assign rights and may delegate duties under this Agreement to other individuals or entities acting as a subcontractor ("Subcontractor"). The Handyman recognizes that they shall be liable for all work performed by the Subcontractor and shall hold the Client harmless of any liability in connection with their performed work.

The Handyman shall be responsible for any confidential or proprietary information that is shared with the Subcontractor in accordance with Sections XIX of this Agreement. If any such information is shared by the Subcontractor to third (3rd) parties, the Handyman shall be made liable.

XXI. No Waiver. No waiver of any provision of this Agreement shall be deemed or shall constitute a continuing waiver, and no waiver shall be binding unless executed in writing by the Party making the waiver.

XXII. Governing Law. This Agreement shall be governed under the laws in the State of _____.

XXIII. Severability. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

XXIV. Additional Terms and Conditions.

XXV. Entire Agreement. This Agreement, along with any attachments or addendums, represents the entire agreement between the parties. Therefore, this Agreement supersedes any prior agreements, promises, conditions, or understandings between the Client and Handyman.

Client Signature: _____ **Date** _____

Print Name _____

Handyman Signature: _____ **Date** _____

Print Name _____